

# EXHIBIT 2



## APPLICATION FOR EXHIBITING SPACE/MEETING ROOM/SPONSORSHIP

The Company/Division identified below ("Sponsor") applies to UBM LLC ("Organizer"), for exhibit space (the "Space") at the "Event" identified above, on the terms and conditions of this "Application" plus the "Terms and Conditions" on the following pages (collectively, the "Agreement").

COMPANY INFORMATION		BILLING INFORMATION	
<b>Company Address</b>		<b>Billing Address</b>	
<b>Company Name:</b> Crown Sterling Ltd 4040 MacArthur Blvd Newport Beach, California 92660 United States (512) 658-2532		<b>Company Name:</b> Crown Sterling Ltd 4040 MacArthur Blvd Newport Beach, California 92660 United States	
Website:		Purchase Order #: {{PONum_es_signer1}}	
<b>Logistics Contact (For exhibit and sponsor information)</b>		<b>Billing Contact</b>	
<b>Company Name:</b> Crown Sterling Ltd Name: Thomas Yemington Title: Business Strategy Email: <a href="mailto:ty@strathspeycrown.com">ty@strathspeycrown.com</a> Phone: [REDACTED] Mobile: [REDACTED]		<b>Company Name:</b> Crown Sterling Ltd Name: Thomas Yemington Title: Business Strategy Email: <a href="mailto:ty@strathspeycrown.com">ty@strathspeycrown.com</a> Phone: [REDACTED] Mobile: [REDACTED]	

## EXHIBITING NAME (For Website, Exhibitor List, Printed Materials, etc.)

Exhibiting As: [REDACTED]

\*ExhibitingAs\_es\_signer1}}

## PRODUCT

Item Code	Qty	Description	Detail (i.e. booth #)	Price	Other	Amount
BHUV190003	1	Sponsorship - Sponsored Session (50 Minute Presentation)	Thus 1:20 - 2:10 OceanF	25,000.00	0.00	25,000.00
BHUV190003	1	Sponsorship - Newsletter (per ad)	7/25 Middle	4,500.00	-4,500.00	0.00
BHUV190007	1	Package - Gold Sponsorship 20x20 400 SQFT	Booth 560	90,000.00	0.00	90,000.00
			<b>Total USD</b>	119,500.00	-4,500.00	115,000.00

## ADDITIONAL COMMENTS

Payment terms\* 50% due upon signing, 50% balance due April 1, 2019

Final Space assignment is made by Organizer and is provided on the same unit basis regardless of location, configuration, or other conditions.

PAYMENT TERMS	AGREEMENT
The Total Fee is calculated on Sponsor's selections above. One half of the Total Fee is due upon application; the second half of the Total Fee is due February 1, 2019. For applications received on or after February 1, 2019, 100% of the Total Fee is due upon application. All fees are deemed fully earned and nonrefundable when due, unless Application is denied. Agreement is not transferable. Noncompliance with any payment term or cancellation by Sponsor will, among other things, result in loss of space and collection of any fees due. Sponsor should request a copy of the "Terms and Conditions of Participation in Event" if none is attached.	<b>AGREEMENT</b> By signing below, I acknowledge that (i) I am authorized to execute this Agreement for Sponsor; (ii) I have read and agree to the Agreement, and (iii) Sponsor will pay the Total Fee and abide by the terms and conditions of the Agreement. {{SigB_ES_Signer1SignatureBlock}}
TOTAL AMOUNT: 115,000.00 USD	
Account Manager: Lowell Geiger	Title: {{Sig1_ES_Title}}

**EXHIBIT SPACE**

**1. DEFINITIONS.** The term "Event" means Black Hat USA 2019 scheduled to be held August 03, 2019 - August 08, 2019 (the "Event Dates") at the Mandalay Bay Convention Center, Las Vegas, NV, USA (the "Event Facility"). The Event is owned, managed and produced by UBM LLC ("UBM"). The term "Organizer" means UBM LLC, and their officers, directors, agents, affiliates, representatives, employees, successors and assigns. The terms "Exhibitor" or "Sponsor" means the company or person listed on the facing page, together with its officers, directors, shareholders, contractors, agents, representatives, employees and/or invitees, as applicable.

**2. ACCEPTANCE BY ORGANIZER.** UBM, in its sole discretion, determines whether a prospective exhibitor is eligible to participate in the Event. Eligibility is generally limited to person or firms who supply products and services to the Communications Market. UBM may withdraw its acceptance at any time by refunding the Total Space Fee paid if UBM determines that Exhibitor or its Product(s) is ineligible. UBM has sole control over attendance policies. UBM makes no representation or warranties of any kind, express or implied, regarding the Event or the number of persons who will attend the Event.

**3. ASSIGNMENT AND USE OF SPACE.**

a. Benefits and License Grant. UBM will provide exhibit space (the "Space") at the Event for Exhibitor to display its qualified products and services (the "Exhibit"). The Total Space Fee includes use of the Space and any other benefits as specified in this Application and Contract for Exhibit Space or in the Exhibitor Services Manual as amended from time to time (the "Manual"), which UBM will supply to Exhibitor. Exhibitor grants to Organizer the right to use Exhibitor's name and logo in connection with the promotion and production of the Event, and to take photographs of its exhibit, booth space and personnel, before during and after the Event, and use such photographs in connection with its promotion of the Event and future events. Exhibitor may use the Event name before and during the Event solely to promote its participation in the Event and solely in compliance with any guidelines furnished by UBM.

b. Space Assignment, Use, Installation, Occupancy, and Dismantling. UBM will assign the Space, and may reassign the Space or alter the Event layout or venue at any time. The Space is for Exhibitor's use only. Exhibitor may not share, sell, assign, sublease or charge admission for entry into any portion of the Space (including to an affiliated company) without UBM's prior written consent. Exhibitor must fully occupy the Space, and must provide displays, equipment, carpeting, etc., unless UBM specifies otherwise. Any Exhibits supplied by Exhibitor must be constructed safely using sound engineering practices, and must be installed before, occupied during, and dismantled after the Event in accordance with UBM's schedule. Exhibitor's activities must be confined within the Space, and must be in support of products or services identified on the Application and directly related to Exhibitor's normal business activities. UBM may refuse permission to exhibit any products or services UBM deems objectionable or unsuitable for the Event. At the Event, Exhibitor may not exchange goods or money without UBM's prior written consent, nor assist any other party in soliciting business without UBM's prior written consent.

c. Own Risk. Exhibitor releases Organizer and Event Facilities and waives all claims it has or may have against them, now or in the future, including any subrogation claims by its insurers, for any loss or theft of its equipment, property, materials, proprietary information, or for any similar loss or theft.

d. Third-Party Contractors. UBM may require Exhibitor to use designated third-party contractors to provide certain services ("Required Contractors"), and Exhibitor must then use only the Required Contractors for such services. Notwithstanding such designation, Required Contractors and third-party vendors listed in the Manual act solely as independent contractors, and Organizer is not responsible for their performance, acts, or omissions.

e. Other Events and Marketing. Exhibitor agrees that it may not use any Organizer event to leverage any other event in which Exhibitor is a sponsor or participant, and therefore agrees that it may not promote its products or organization within 500 yards of any Event locations, except (i) in advertising contained in periodicals or similar regularly published media or (ii) as permitted by this contract or by UBM in writing. In the interest of the success of the Event, Exhibitor agrees not to extend invitations, call meetings or otherwise encourage absence of exhibitors or invited guests from the Event or Event Facility during the official hours of the Event or any function

sponsored in connection with the Event by Organizer or its official sponsors. f. Other Event Payments. Organizer may apply any payments made by Exhibitor under this contract to any obligation that is past due under any other Event-related agreement between Exhibitor and Organizer, in which case Organizer will notify Exhibitor of such application.

**4. COMPLIANCE WITH LAWS AND RULES/INSURANCE.**

a. Laws and Rules. Exhibitor must comply with all applicable local, state and federal laws, regulations, codes and ordinances in connection with its participation in the Event, including but not limited to the rules of the Event Facility and any relevant labor union, and the terms, conditions and rules issued by UBM in the Manual and otherwise in connection with the Event. Without limiting the foregoing, Exhibitor shall construct the Exhibit in compliance with the Americans with Disabilities Act or its local equivalent. Exhibitor's use of names and lists captured at the Event or provided by Organizer is subject to applicable data protection, email marketing, and privacy laws and regulations, and to any restrictions imposed by the individuals whose names are listed.

b. Third Party Rights. Exhibitor will not violate any rights of third parties in connection with its participation in the Event, including but not limited to the reproduction, performance, distribution, or posting of proprietary or copyrighted material (the "Works") without a license, assignment, or other legally effective permission. Exhibitor shall make any and all payments to third parties and/or clearinghouse agencies as may be necessary to lawfully perform, publish or reproduce any such Works. Exhibitor specifically agrees, undertakes and assumes responsibility to make any and all reports to such agencies and/or parties including specifically by way of example only ASCAP, BMO, SAC, SESAC and other similar agencies, and to provide evidence of such reports and payments upon request. Exhibitor acknowledges that it (or its vendor) shall provide Organizer information to identify the individuals on Organizer's Event registration list who have visited Exhibitor's booth.

c. Taxes and Licenses. Exhibitor is solely responsible for obtaining any licenses and permits, and payment of all taxes (including sales and use taxes), license fees, or other charges applicable to its participation in the Event, including taxes collected by Organizer.

d. Insurance. Exhibitor shall at its own expense maintain in effect throughout the Event including move-in and move-out days, and provide to Organizer at least thirty (30) days prior to move in to the Event a certificate of insurance showing that there is in effect: (i) a Commercial General Liability insurance coverage of not less than \$1 million single occurrence/\$2 million aggregate combined limit for bodily injury and property damage, including coverage for personal injury, broad form contractual liability, operation of mobile equipment, product and liquor liability (where applicable) and (ii) automobile liability insurance coverage of not less than \$1 million combined single limit for bodily injury and property damage, including coverage for non-owned and hired vehicles, including loading and unloading operators, in which Organizer and the Event Facility are named as additional insureds. Exhibitor acknowledges that the certificate of insurance requirement in the foregoing sentence shall not be deemed waived, nor shall Exhibitor be relieved of its obligation to provide such certificate, even if Organizer provides Exhibitor with the benefits hereunder without having received such certificate from Exhibitor. Exhibitor also agrees to obtain and maintain in effect throughout the Event workers' compensation and employers' liability insurance in such minimum amounts as are required by law or are otherwise consistent with prudent business practice. Exhibitor agrees to waive the right of subrogation of its insurance carrier against Organizer and the Event Facility to recover loss sustained for real and personal property.

**5. CANCELLATION OR TERMINATION.**

a. Cancellation by UBM. UBM may cancel all or any part of the Event for any reason beyond its reasonable control, including but not limited to, natural or public disaster, act of God, acts of terrorism, venue construction, insufficient participation, market fluctuations, government regulation, or similar reasons, in which case Organizer will refund to Exhibitor a pro rata portion of any Space Fees already paid to UBM, after which Exhibitor will have no further recourse against Organizer. A change in the name of the Event does not constitute a cancellation by UBM.

b. Termination by Exhibitor. All fees are deemed fully earned and non-refundable when due. Termination by Exhibitor must be in writing and will be effective upon receipt by UBM of an email addressed to [jaya.venkataraman@ubm.com](mailto:jaya.venkataraman@ubm.com). Exhibitor acknowledges the difficulty in

determining a precise value for services rendered and expenses incurred by UBM for the Event, and of ascertaining damages incurred by UBM if Exhibitor terminates this contract or Exhibitor's participation in the Event; the amounts due from Exhibitor under this contract as of the effective date of any termination by Exhibitor belong to UBM and represent an agreed measure of compensation, and are not to be deemed or construed as a forfeiture or penalty.

c. Termination by UBM. UBM reserves the right to terminate this contract immediately by written notice to Exhibitor in the event of breach or anticipatory breach by Exhibitor of any of the terms and conditions set forth herein, in any addendum hereto or in the Manual, including failure to make any payment when due under the terms of this contract. UBM is expressly authorized (but has no obligation) to occupy or dispose of any space vacated or made available by reason of action taken under this paragraph in such manner as it may deem best, and without releasing Exhibitor from any liability for the Total Space Fee hereunder.

d. Changes to Event. UBM reserves the right to re-name or re-locate the Event or change the dates on which it is held. If UBM changes the name of the Event, re-locates the Event to another event facility within 50 miles of the Event Facility, or changes the dates for the Event to dates that are not more than 30 days earlier or 30 days later than the dates on which the Event was originally scheduled to be held, no refund will be due to Exhibitor, but UBM shall assign to Exhibitor, in lieu of the original space, such other space as UBM deems appropriate and Exhibitor agrees to use such space under the terms of this contract. If UBM elects to move the Event to an event facility more than 50 miles from the Event Facility or to reschedule the Event to a date more than 30 days earlier or 30 days later than the Event Dates, and Exhibitor notifies UBM within 10 days after receiving notice of such change that Exhibitor does not want to participate in the Event as a result of such change, UBM shall refund to Exhibitor the Total Space Fee paid in full satisfaction of all liabilities of Organizer to Exhibitor.

e. Right to Rescission. Exclusively for contracts signed prior to the Event Dates and venue being set, the Exhibitor has a right to rescind this agreement if upon notification of the Event Dates the Exhibitor determines it is unable to participate in the Event for compelling reasons. To exercise the right to rescission, the Exhibitor shall within a period of 14 days after having received notice of the Event Dates, notify UBM by written notice of his rescission detailing the compelling reasons for his inability to participate in the Event. Upon such rescission, UBM shall refund to the Exhibitor the amount of the Total Space Fee already received by the Exhibitor.

**6. UBM MATERIALS.** The Manual and any other methodologies or planning materials distributed to Exhibitor related to the planning or execution of the Event ("UBM Materials") are owned exclusively by and are confidential information of Organizer. Organizer grants to Exhibitor a nontransferable, nonexclusive license, on an "AS IS" basis, to use such UBM Materials solely in connection with Exhibitor's participation in the Event. Exhibitor is responsible for obtaining the Manual from UBM. Upon completion of the Event or earlier termination of this contract, Exhibitor must promptly return the UBM Materials to UBM upon UBM's written request. Exhibitor may use but may not sell lists of Event exhibitors or attendees without UBM's prior written permission.

#### **7. LIMITATION OF LIABILITY; INDEMNITY.**

a. Under no circumstances is Organizer or the Event Facility (the "Event Providers") liable for lost profits or other indirect, incidental, consequential, or exemplary damages for any of their acts or omissions in connection with the Event, whether or not such Event Provider has been apprised of the possibility of such damages or lost profits. In no event will Organizer's liability hereunder, or otherwise in connection with the Event, exceed the amount actually paid to it by Exhibitor for the Space. Organizer is not liable for any errors in any listing or descriptions or for omitting Exhibitor from any directory or other materials.

b. None of the Event Providers are liable to Exhibitor for any damage, loss, harm, or injury to the person, property, or business of Exhibitor, or any of its visitors, officers, agents, employees, or other representatives, resulting from theft, fire, earthquake, water, unavailability of the venue or intermediate staging facilities, insufficient participation, accident, or any other reason in connection with the Event or any planning meetings, demonstrations, or stagings, except to the extent such liability arises directly from the negligence or willful misconduct of the Event Provider against whom liability is sought to be assessed.

c. Exhibitor agrees to defend, indemnify, and hold harmless the Event Providers from and against any actual, loss, liability, or damage, including reasonable attorneys' fees and expenses, suffered due to (i) Exhibitor's construction or maintenance of an unsafe Exhibit, (ii) Exhibitor's unauthorized or unlawful use of intellectual property of third parties, (iii) the negligence or misconduct of Exhibitor or (iv) Exhibitor's breach of any commitment made hereunder. Exhibitor shall promptly pay for any and all damage to the Event Facility and the property of others caused by Exhibitor.

d. The parties agree that the terms of the Exhibitor Services Manual (the "Manual"), which sets forth rules and information concerning show set-up, logistics and other operational matters, are incorporated into this Agreement by this reference.

**8. RELEASE.** Exhibitor acknowledges that the Event may be recorded and reproduced in any form (including but not limited to digital formats), and hereby authorizes Organizer and its designees to record, transcribe, modify, reproduce, publicly perform, display, distribute, redistribute, and transmit in any form and for any purpose any such recording of the Event. Exhibitor agrees to execute or obtain any additional releases from individuals authorized to represent Exhibitor at the Event, in connection with such activity, as necessary to give effect to this provision. Exhibitor agrees that Organizer may, and hereby irrevocably grants to Organizer the right to, use and publish Exhibitor's name as part of any full or partial list or compilation of Event participants. Exhibitor hereby releases Organizer and Organizer's designees from and waives all claims it has or may have, now or in the future, in connection with all activities contemplated by this paragraph 8, and waives any statutory restriction on waivers of future claims or moral rights.

**9. MISCELLANEOUS.** This contract (including the Manual and any additional rules or regulations adopted by UBM for the Event) will constitute the entire agreement between Exhibitor and Organizer concerning its subject matter, and may only be modified in a writing signed by the parties. Organizer's rights under this contract are not deemed waived except as specifically stated in writing and signed by an authorized representative. If any term of this contract is declared invalid or unenforceable, the remainder continues in full force and effect. Organizer may assign this contract or its responsibilities to any other party. Any action arising out of this contract or the Event must be brought in New York, and will be governed by New York law, exclusive of the choice of law rules of any jurisdiction, and Exhibitor consents to the exclusive venue and jurisdiction in New York and waives any right to claim such venue or jurisdiction is not convenient. Organizer is entitled to recover reasonable attorneys' fees and costs in any action to enforce this contract. Exhibitor may not assign this contract to any other party, including a successor in interest in the event of a merger or sale of assets, without the prior written consent of Organizer, in which event Exhibitor must guarantee performance of the assigned obligations. This contract is binding upon the permitted heirs, successors, and assigns of UBM LLC and Exhibitor.

#### **MEETING ROOM**

**1. ACCEPTANCE BY ORGANIZER.** This Application and Contract for Meeting and/or Exhibit Room Space (the "Meeting Room Contract") at the Event supplements the terms and conditions of the Application and Contract for Exhibit Space (the "Exhibit Agreement") between UBM and Exhibitor relating to the Event, which are incorporated herein by reference. Exhibitor's participation in the Event and use of meeting room space is subject to UBM's approval. UBM may withdraw its acceptance at any time by refunding the Total Meeting Room Fee paid if UBM determines that Exhibitor or its product is ineligible. Unless separately defined herein, all capitalized terms shall have the meanings set forth in the Exhibit Agreement.

#### **2. ASSIGNMENT AND USE OF SPACE.**

a. Benefits. UBM will provide the "Meeting or Exhibit Rooms" set forth in this Meeting Room Contract for the Event. UBM will make all reasonable efforts to make the Meeting/Exhibit Room Space available in the location requested by Exhibitor but makes no guarantee that such location will be available. Similarly, any such assignment does not mean that similar space will be assigned for future events. UBM reserves the right to modify, reassign or close any meeting/exhibit room location.

b. Use of Meeting Rooms. Meeting/exhibit room(s) shall be used only for business meetings and conferences for which no fee is charged or obtained from any participant. Any request to charge fees for meetings or conferences

must be submitted to UBM for its written approval. UBM may condition its approval on Exhibitor's payment of a percentage of the fees charged. No exhibits of any kind are permitted in meeting rooms, without the prior written consent of UBM. In the event that the meeting/exhibit room(s) provided are used for any purpose which is in violation of this section, Exhibitor shall, at the option of UBM, forfeit the use of the meeting/exhibit room(s) or shall pay to UBM an additional fee. Exhibitor shall not use any of the Event facilities for the promotion, registration or any other purpose in connection with other trade shows or conferences.

c. Set-Up. Meeting/exhibit room receiving set up and other requirements and move-in/move-out date schedules shall be set forth in the Manual. Upon request, Exhibitor will furnish UBM with engineering certificates prior to or during the Event. Failure to adhere to move-in/move-out schedules may result in forfeiture of the Meeting/Exhibit Room Space, without refund of any Meeting Room Fees. The room fee for permanent rooms includes one-time set-up with standard Event Facility equipment. If any changes are made to the original set-up, Exhibitor will incur additional charges. Built rooms include walls, one round table and four chairs only. All other items, including carpet if not already there, are the responsibility of the Exhibitor. Official Show Contractors should be contacted for additional services, such as electrical, telephone, catering, a/v, special furniture, etc.

d. Security. Meeting/exhibit rooms are provided without security services of any kind. Exhibitor may arrange for private guard service through the official show supplier of such service. Exhibitor may request an exclusive key for the meeting/exhibit room by paying an advance fee to UBM for the cost to re-core the meeting room door. This key must be returned no later than 6:00 p.m. close of the Event. Also, Exhibitors will be charged a fee for all keys not returned by 6PM on the last day of the Event.

e. Own Risk. Exhibitor has sole responsibility for compliance with laws and venue rules, permits, licenses for third-party proprietary materials used, taxes (other than taxes on UBM's income), and for any losses including any subrogation claims by its insurer, regarding the Event. Persons attending the Event are deemed the invitees or licensees of Exhibitor, not Organizer.

### 3. CANCELLATION OR TERMINATION

- a. Termination by Exhibitor. Termination of the Exhibit Agreement shall operate to terminate this Meeting Room Contract and all cancellation fees apply.
- b. Partial or Full Termination by UBM for Convenience. UBM may in its sole discretion terminate the availability of the Meeting/Exhibit Space without liability to Exhibitor if Exhibitor reduces or changes its commitment to the Event.

### 4. MISCELLANEOUS

- a. Modifications. Any modifications to the terms of this Meeting Room Contract must be in writing and signed by an authorized representative of UBM.
- b. Entire Agreement. The terms and conditions of this Meeting Room Contract shall be interpreted as supplementing the terms and conditions of the Exhibit Agreement, but in the event of direct conflict between this Meeting Room Contract and the Exhibit Agreement, this Meeting Room Contract shall control. UBM's rights under this Meeting Room Contract shall not be deemed waived except as specifically stated in writing and signed by an authorized representative. If any term of this Meeting Room Contract is declared invalid or unenforceable, the remainder shall continue in full force and effect. UBM may assign this Meeting Room Contract or its responsibilities to any other party. Any action arising out of this contract or the Event must be brought in New York, and will be governed by New York law, exclusive of the choice of law rules of any jurisdiction, and Exhibitor consents to the exclusive venue and jurisdiction in New York and waives any right to claim such venue or jurisdiction is not convenient. UBM is entitled to recover reasonable attorney's fees and costs, and collection costs, in any action to enforce this Agreement.

### MPO

- 1. ACCEPTANCE BY UBM. This Application and Contract for Event Marketing & Promotional Opportunities ("MPO Agreement") supplements the terms and conditions of the Application and Contract for Exhibit Space ("Exhibit Agreement") between UBM LLC ("UBM") and Exhibitor relating to the Event, which are incorporated herein by reference. Exhibitor's participation in this MPO Agreement is subject to UBM's approval. UBM may withdraw its acceptance at any time if UBM determines that Exhibitor or its product is

ineligible. Unless separately defined herein, all capitalized terms shall have the meanings set forth in the Exhibit Agreement.

### 2. SERVICES

a. **Benefits.** UBM will provide the "Services Descriptions" set forth in this MPO Agreement for the Event. UBM may use its employees and contractors, and may retain other third parties, to fulfill UBM's responsibilities under this MPO Agreement.

b. **Services.** The Services are for Exhibitor's use only, and Exhibitor may not assign or sublease any portion of the Services (including to an affiliated company) without UBM's prior written consent. Except to the extent responsibilities are assigned expressly to UBM under this MPO Agreement, Exhibitor is solely responsible for all aspects of the Event, including but not limited to development, marketing, production, and insurance. Exhibitor will provide the assistance reasonably requested by UBM to fulfill UBM's obligations under this MPO Agreement. Exhibitor acknowledges that many of the Services are to be performed during the Event and that prompt notification of problems is paramount for timely resolution; if Exhibitor is dissatisfied with any aspect of the Services, Exhibitor must notify UBM orally as soon as possible, and Exhibitor must also deliver a statement of the problem in writing to UBM's representative not later than 24 hours after the issue was first identified by Exhibitor.

c. **Own Risk.** Exhibitor has sole responsibility for compliance with laws and venue rules, permits, licenses for third-party proprietary materials used, taxes (other than taxes on UBM's income), and for any losses including any subrogation claims by its insurer, regarding the Event. Persons attending the Event are deemed the invitees or licensees of Exhibitor, not Organizer.

### 3. CANCELLATION OR TERMINATION

a. **Termination by Exhibitor.** Termination of the Exhibit Agreement shall operate to terminate this MPO Agreement and may result in additional cancellation fees. Exhibitor acknowledges that termination of this MPO Agreement will result in damages to UBM in connection with the production of the Event Marketing & Promotional Opportunities.

b. **Partial or Full Termination by UBM for Convenience.** UBM may in its sole discretion terminate the availability of the Event Marketing Opportunities without liability to Exhibitor; provided that it refunds to Exhibitor any MPO fees previously paid. UBM may in its sole discretion terminate the availability of the Event Marketing Opportunities or Exhibitor's ability to participate in the Event Marketing & Promotional Opportunities, without liability to Exhibitor if Exhibitor reduces or changes its commitment to the Event.

**4. INDEMNITY.** In addition to any indemnities and/or proprietary rights provisions of the Exhibit Agreement, Exhibitor agrees to indemnify, defend, and save harmless UBM from any and all liability relating to the form, content, or use of any of Exhibitor's Products (the "Products"). Use or acceptance by UBM of any Products must not be deemed a waiver of any of these provisions.

### 5. MISCELLANEOUS

a. **Modifications.** Any modifications to the terms of this MPO Agreement, the Products, or any specifications thereof, must be in writing and signed by an authorized representative of UBM.

b. **Entire Agreement.** This MPO Agreement, together with the terms and conditions of the Exhibit Agreement, will constitute the entire agreement between Exhibitor and UBM concerning its subject matter, and may only be modified in a writing signed by the parties. The terms and conditions of this MPO Agreement shall be interpreted as supplementing the terms and conditions of the Exhibit Agreement, but in the event of direct conflict between this MPO Agreement and the Exhibit Agreement, this MPO Agreement shall control. UBM's rights under this MPO Agreement shall not be deemed waived except as specifically stated in writing and signed by an authorized representative. If any term of this MPO Agreement is declared invalid or unenforceable, the remainder shall continue in full force and effect. UBM may assign this MPO Agreement or its responsibilities to any other party. Any action arising out of this MPO Agreement must be brought in New York and shall be governed by New York law, exclusive of the choice of law rules of any jurisdiction, and Exhibitor consents to the exclusive venue and jurisdiction in New York and waives any right to claim such venue or jurisdiction is not convenient. UBM shall be entitled to recover reasonable attorneys' fees and costs in any action to enforce this MPO Agreement.

TERMS AND CONDITIONS  
Case 1:19-cv-07900-DAB Document 1-2 Filed 08/22/19 Page 6 of 6

Description

